

# UNOFFICIAL COPY



Prepared by +  
After Recording Return To:  
Judy DeAngelis  
767 Walton Lane  
Grayslake IL 60076

Doc#: 1002640068 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/26/2010 11:02 AM Pg: 1 of 3

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## SPECIFIC DURABLE POWER OF ATTORNEY

NOTICE: IF YOU HAVE ANY QUESTIONS ABOUT THE POWERS YOU ARE GRANTING TO YOUR AGENT AND ATTORNEY-IN-FACT IN THIS DOCUMENT, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT RELATES ONLY TO ACTIONS RELATED TO ONE SPECIFIC PROPERTY ADDRESS AND DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, Andrew P. Wiers with a current address of 3739 N. Pine Grove Ave. #G Chicago, IL 60613, have made, constituted, and appointed, and by these presents do hereby make, constitute and appoint Judy DeAngelis, whose current address is 767 Walton Lane Grayslake, IL 60030, my true and lawful attorney-in-fact ("Agent") to act for me and in my name, place and stead, to undertake and to do all lawful acts necessary to complete the purchase and/or financing and settlement of the following property:

Property Address: 3739 N. Pine Grove Ave. #G Chicago, IL 60613 ("Property") (LEGAL DESCRIPTION IS ATTACHED). 1st MORTGAGE ORDER # 2009880 2/3

I hereby authorize my Agent to do all acts necessary and execute all documents necessary to obtain financing and borrow money on my behalf and to pledge the Property as security on my behalf for the following purposes:  
(YOU MUST CROSS OUT ALL POWERS YOU WISH TO WITHHOLD FROM YOUR AGENT)

- Purchase the Property
- ~~Refinance to pay off existing liens on the Property~~
- ~~Improve, alter or repair the Property~~
- ~~Establish a line of credit with the equity in the Property~~
- ~~Withdraw cash equity from the Property~~

I hereby authorize my agent to sign all documents necessary to consummate the loan on my behalf, including but not limited to the execution, acknowledgment and delivery of all contracts, applications for credit, deeds, notes, deeds of trust, mortgages, settlement statements, Truth-In-Lending Act forms, Real Estate Settlement Procedures Act forms, any affidavits including but not limited to those relating to Fannie Mae, Freddie Mac, private investor, private mortgage insurance, title insurance, to receive federal, state, and investor required disclosures on my behalf, and any and all other documents or amendments thereto necessary to the purchase and/or encumbrance of the Property as fully and largely as I might or could do if acting personally.

C.F.  
3

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**VA Loans Only:** In the event my Agent applies for a loan on my behalf that is guaranteed by the Department of Veterans Affairs:

1. All or a portion of my entitlement may be used.
2. If this is a purchase transaction, the price of the Property is \$ \_\_\_\_\_.
3. The amount of the loan to be secured by the Property is \$ \_\_\_\_\_ (including VA Funding Fee in amount if financed) at an initial rate of annual interest not to exceed \_\_\_\_\_% payable in monthly payments of approximately \$ \_\_\_\_\_ each over \_\_\_\_\_ months.
4. I intend to use and occupy the Property as my home.
5. This specific power of attorney shall automatically expire 60 days from the date of this document unless revoked by my written revocation prior to said date.
6. I further authorize my Agent to execute any forms required by the Veterans Administration including but not limited to VA forms 1802, 1876, 1820, 1859 and any and all other documents or amendments hereto necessary to utilize my eligibility for VA Guaranty.

This Power of Attorney is effective immediately and revokes any previous powers of attorney granted by me relating to the Property only. Any third party who receives a copy of this Power of Attorney may act under it. Revocation of this Power of Attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this Power of Attorney.

This Power of Attorney shall continue and remain in effect regardless of any incapacity or disability I may hereafter suffer.

I hereby ratify, confirm and declare that any act or thing lawfully done hereunder by my Agent shall be binding on myself and my heirs, legal and personal representatives, and assigns.

IN WITNESS HEREOF, I have set my hand this 3rd day of December, 2009.

David C. Wiers  
 \_\_\_\_\_  
 (Witness)

Ashley Borys  
 \_\_\_\_\_  
 (Witness)

STATE OF Illinois

COUNTY OF Cook

On this 3rd day of December, 2009, before me, the undersigned Notary Public, personally appeared Andrew P. Wiers  
David C. Wiers and Ashley Borys  
 known to be the individual described in and who executed the foregoing instrument and each duly acknowledged to me that they executed the same.



Heeseon McDonough  
 \_\_\_\_\_  
 Notary Public

**THE ATTORNEY-IN-FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.**

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## EXHIBIT A

### LEGAL DESCRIPTION

**Legal Description: PARCEL I:**

UNIT G-N IN LAKESIDE MANOR CONDOMINIUM, AS DEPICTED ON THE PLAT OF THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL: THE SOUTHWESTERLY 125.0 FEET OF THE NORTHWESTERLY 50.0 FEET OF LOT 11 IN BLOCK 6 IN HUNDLEY'S SUBDIVISION IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MAY 17, 1988, AS DOCUMENT 88210528, TOGETHER WITH ITS PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

**PARCEL II:**

A PERMANENT EASEMENT FOR THE BENEFIT OF PARCEL I, FOR INGRESS AND EGRESS AND DRIVEWAY PURPOSES OVER, UNDER AND ACROSS THE EASEMENT PREMISES DESCRIBED AS FOLLOWS:

LOT "A" IN P. N. KOHLSAT'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF LOTS 2, 3, 12, 13 AND 14 IN BLOCK 6 IN HUNDLEY'S SUBDIVISION IN PINE GROVE, AFORESAID; ALSO, THE NORTHEASTERLY 50.0 FEET OF LOT 11 IN BLOCK 6 IN HUNDLEY'S SUBDIVISION IN PINE GROVE, AFORESAID, IN COOK COUNTY, ILLINOIS.

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Property Address: 3739 North Pine Grove Avenue, Unit G, Chicago, Illinois 60613